

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																							
NATURE OF CONVEYANCE:	SECURITY INTEREST																																							
CONVEYING PARTY DATA																																								
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>GEO Specialty Chemicals, Inc.</td> <td></td> <td>03/23/2010</td> <td>CORPORATION: OHIO</td> </tr> <tr> <td>GEO Specialty Chemicals Limited</td> <td></td> <td>03/23/2010</td> <td>LIMITED LIABILITY COMPANY: OHIO</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	GEO Specialty Chemicals, Inc.		03/23/2010	CORPORATION: OHIO	GEO Specialty Chemicals Limited		03/23/2010	LIMITED LIABILITY COMPANY: OHIO																												
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>Wells Fargo Capital Finance, LLC, as Agent</td> </tr> <tr> <td>Street Address:</td> <td>1100 Abernathy Road</td> </tr> <tr> <td>Internal Address:</td> <td>Suite 1600</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30328</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </table>	Name:	Wells Fargo Capital Finance, LLC, as Agent	Street Address:	1100 Abernathy Road	Internal Address:	Suite 1600	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30328	Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE																										
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TRADEMARK
 REEL: 004173 FRAME: 0090

Registration Number:	1985801	TRIMET
Registration Number:	0904972	FOSTEX
Registration Number:	0661756	HYONIC
Registration Number:	1348811	RHEOTHIK
Registration Number:	0406600	NOPALCOL
Registration Number:	0713746	NOPCOTE
Registration Number:	0611268	TRIMET
Registration Number:	0758654	DMPA
Registration Number:	0338977	DAXAD

CORRESPONDENCE DATA

Fax Number: (678)553-2693

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6785532692

Email: withersS@gtlaw.com

Correspondent Name: Greenberg Traurig, LLP c/o Sarah Withers

Address Line 1: 3290 Northside Parkway

Address Line 2: Suite 400

Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	103274.011500 (WITHERS)
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NAME OF SUBMITTER:	S. Withers
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Signature:	/S. Withers/
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Date:	03/24/2010
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 23rd day of March, 2010 by and among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among GEO Specialty Chemicals, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement only by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit or Bank Products, providing Letter of Credit Collateralization or

Bank Product Collateralization, as applicable) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of this Trademark Security Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF FULTON, STATE OF GEORGIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

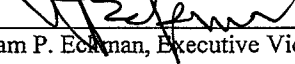
10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[SIGNATURE PAGE FOLLOWS]

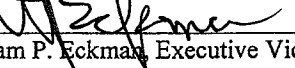
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

GEO SPECIALTY CHEMICALS, INC., an Ohio corporation

By: 
William P. Eckman, Executive Vice President and Chief Financial Officer

GEO SPECIALTY CHEMICALS LIMITED, an Ohio limited liability company

By: 
William P. Eckman, Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By: C MacDonald
Name: Cheri MacDonald
Title: SVP

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Docket:	Country:	Status:	Serial No.:	Filed:	Reg. No.:	Registered:	Mark:
11684	US	Issu	74/474513	12/29/1993	1994335	8/20/1996	ULTRAPAC
11685	US	Issu	74/373154	3/29/1993	1808704	12/7/1993	ULTRAFLOC
12334	CN	Issu	4537721	3/14/2005	4537721	5/28/2008	DMPA
12335	KR	Issu	402000-0052221	11/9/2000	522215	6/5/2002	DMPA
12336	CN	Reg.	2001111901	6/24/2001	1900945	2/7/2005	TRIMET
12338	EM	Reg.	001988963	11/13/2000	001988963	4/28/2003	DMPA
12649EM	EM	Reg.	002415222	9/24/2001	002415222	1/16/2004	GEO SPECIALTY CHEMICALS and design
14074	US	Reg.	78/131680	5/29/2002	2,814,139	2/10/2004	DICAP
14075EM	EM	Reg.	002718161	5/31/2002	002718161	1/14/2004	DICAP
14082	IN	Reg.	1112076	6/17/2002	1112077	6/17/2002	DMPA
14083	IN	Reg.	1112077	6/17/2002	1112076	6/17/2002	TRIMET
5003	US	Issu	73/518109	1/18/1985	1351178	7/30/1985	DILOFLO
5004	CA	Rnwd	391419	11/12/1975	220379	5/6/1977	DILOFLO
5005	US	Reg.	78/699455	8/24/2005	3129487	8/15/2006	DILOFLO
5009	US	Rnwd	72/162760	2/14/1963	779272	11/3/1964	FLOWCO
5010	CA	Rnwd			268086	4/8/1982	FOSTEX
5012	EM	Issu	107953	4/1/1996	107953	4/1/1996	TRIMET
5022	CA	Rnwd	495184	11/23/1982	290484	5/4/1984	QUATRENE
5022US	US	Rnwd	73/071419	12/10/1975	1068776	7/5/1977	QUATRENE
5023	CA	Rnwd	229548	3/28/1955	102620	2/10/1956	TRIMET
5025	CA	Rnwd	278241	10/10/1963	136933	8/14/1964	LOMAR
5063	US	Rnwd	73/286460	11/19/1980	1184405	1/5/1982	NOPCOTE
5064	US	Rnwd	73/231514	9/17/1979	1184318	1/5/1982	HYONIC

Docket:	Country:	Status:	Serial No.:	Filed:	Reg. No.:	Registered:	Mark:
5065	US	Issu	72/002473	1/17/1956	637912	12/4/1956	LOMAR
5066	US	Issu	74/308824	8/25/1992	1769584	5/11/1993	LOMAR
5085	US	Issu	75/653260	3/4/1999	2401438	11/7/2000	GEO
5086	US	Issu	74/722780	8/30/1995	1985801	7/9/1996	TRIMET
5087	US	Rnwd	72/346523	12/17/1969	904972	12/29/1970	FOSTEX
5089	US	Rnwd	72/027811	4/9/1957	661756	5/13/1958	HYONIC
5091	US	Rnwd	73/419595	4/1/1983	1348811	7/16/1985	RHEOTHIK
5092	US	Rnwd	71/464663	11/3/1943	406600	4/11/1944	NOPALCOL
5094	US	Rnwd	72/101506	7/26/1960	713746	4/11/1961	NOPCOTE
5095	US	Rnwd	71/646698	5/8/1953	611268	8/30/1955	TRIMET
5096	US	Rnwd	72/162121	2/5/1963	758654	10/22/1963	DMPA
16615.006	CA	Rnwd	262974	5/17/1961	126153	4/19/1962	DAXAD
16615.005	CH	Issu	1214039	8/19/1997	1214039	10/14/1998	DAXAD
16615.004	FR	Issu	INP/1756	8/27/1985	1321227		DAXAD
16615.003	IT	Rnwd	54/278	7/19/1960	401684	7/19/1960	DAXAD
16615.002	SW	Rnwd		6/27/1988	366089	6/27/1988	DAXAD
16615.001	UK	Rnwd	2429751	8/11/2006	570505		DAXAD
16615	US	Rnwd	71/377336	4/17/1936	338977	9/22/1936	DAXAD

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

NOPCOTE, Registration Number UCA 49394 licensed to GEO Specialty Chemicals, Inc. from Henkel Corporation pursuant to a licensing agreement dated as of March 25, 1997.